

28732. Adulteration and misbranding of rubber prophylactics. U. S. v. 39 Gross of Rubber Prophylactics. Default decree of condemnation and destruction. (F. & D. No. 41568. Sample No. 1405-D.)

Examination of samples of these prophylactics showed that some of them were defective in that they contained holes.

On or about January 31, 1938, the United States attorney for the District of Maryland, acting upon a report by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 39 gross of rubber prophylactics at Baltimore, Md., alleging that the article had been shipped in interstate commerce on or about December 9, 1937, from New York, N. Y., by Bengor Products Co., and charging adulteration and misbranding in violation of the Food and Drugs Act. The article was labeled in part: "Silver Skin."

It was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

Misbranding was alleged in that the following statements appearing on the package were false and misleading: "Skin * * * prophylactics * * * for prevention of disease * * * guaranteed 5 years."

On March 15, 1938, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

W. R. GREGG, *Acting Secretary of Agriculture.*

28733. Adulteration and misbranding of rubber prophylactics. U. S. v. 32 Gross of Rubber Prophylactics (and 22 other seizure actions against the same product). Default decrees of condemnation and destruction. (F. & D. Nos. 41373, 41549, 41575, 41605, 41778 to 41783, incl., 41785, 41953, 41955, 41956, 41974, 41975, 41992, 42002, 42009, 42031, 42032, 42044, 42045, 42070, 42071, 42101, 42108, 42109, 42110, 42142, 42173, 42174, 42192. Sample Nos. 810-D, 1413-D, 3026-D to 3029-D, incl., 7773-D, 7774-D, 9002-D, 9382-D, 9384-D to 9389-D, incl., 9723-D, 9724-D, 9745-D, 9751-D, 9754-D, 9755-D, 14050-D, 15233-D, 15234-D, 15235-D, 16562-D, 16563-D, 16565-D, 16567-D, 16568-D, 16572-D, 17598-D, 19348-D, 19349-D, 19350-D, 19358-D, 24818-D.)

Examination of samples of these prophylactics showed that some of them were defective in that they contained holes.

On various dates between January 13 and April 30, 1938, 12 United States attorneys, acting upon reports by the Secretary of Agriculture, filed in their respective district courts libels praying seizure and condemnation of 766½ gross of rubber prophylactics at Chicago, Ill.; Baltimore, Md.; Atlanta, Ga.; Sloan, N. Y.; Allentown, Pa.; San Francisco, Calif.; Jersey City, N. J.; Wilkes-Barre, Pa.; Tulsa, Okla.; Minneapolis, Minn.; Dallas, Tex.; and Boston, Mass. The libels alleged that the article had been shipped in interstate commerce on various dates between June 11, 1937, and April 4, 1938, from North Kansas City and Kansas City, Mo., by the Dean Rubber Manufacturing Co.; and charged adulteration and misbranding in violation of the Food and Drugs Act. The article was designated variously: "Druggists," "Liquid Latex," "Peacocks," "Gents," "Sekurity," "Parisians," "Rainbow," "Hermes," "Ultrex," "Feather Wate," "Royal Satin," and "Orchids."

It was alleged to be adulterated in that its strength fell below the professed standard or quality under which it was sold.

The product labeled "Peacocks" was alleged to be misbranded in that the following statements variously appearing in the labeling of certain lots, and similar statements appearing in a leaflet or circular accompanying other lots were false and misleading: "Prophylactics * * * Air Tested * * * For your Protection * * * Peacocks are Air blown tested 100% perfect. No other prophylactic quite as good for your protection. * * * Guaranteed for 5 years against deterioration * * * No. 1 Grade * * * Blown Tested * * * For Prevention of Disease * * * Prophylactic. Guaranteed for 10 years against Deterioration * * * Guaranteed 10 years * * * Every Peacock is specially selected and air tested to guard against bubbles, pin holes, blisters, etc. * * * For your own protection"; (display carton) "Sell your customer on the Health Feature of the Reservoir End. Explain how injurious the Plain End is to the prostate and nervous system. Make it clear that Dean's Reservoir End Peacocks * * * represent a scientific advancement in prophylactic manufacture"; (leaflet) "Prophylactic * * * Question * * * Why can I (the buyer) be reasonably certain the rubber prophylactics I purchase actually give protection? Do not buy from irresponsible druggists or peddlers that will offer you other than air-blown tested merchandise. The majority of peddlers sell rubber goods at cut prices because they sell throw outs and seconds. Be certain that the rubber prophylactics you buy carry the trade mark of a reputable rubber goods manufacturer. * * * Peacocks are all air-blown

tested and will give you protection. * * * Every Peacock air-Blown and minutely inspected * * * Thoroughly tested * * * All Dean's Reservoir End Peacocks are carefully air-tested and inspected before shipment * * * Peacocks are air Tested 100% Perfect."

The remaining lots were alleged to be misbranded in that the following statements, variously appearing in the labeling were false and misleading: (Druggists) "For Prevention of Disease"; (Gents) "Gents—represent quality * * * Contagious Disease Preventative * * * The finest prophylactic * * * They have been individually Blown Tested and Selected. * * * Reliable * * * Prophylactic"; (Sekurity) "Sekurity * * * Prophylactics * * * Disease Preventive * * * Guaranteed 5 years * * * Gua'd 5 years * * * Guaranteed for five years against deterioration * * * For Prevention of Disease"; (Parisians) "Medical Science Wages an unceasing battle against disease and one of its most important and effective weapons is prophylactic rubber goods * * * Be safe * * * dependability * * * and strength * * * Safety you never knew before * * * This merchandise is guaranteed to be perfect in every detail * * * To protect your most vital organs and health * * * Parisians are top quality. All defective and off grades discarded and thrown out. * * * highest selected quality. * * * Each and every Parisian is blown and hand tested * * * You need have no fear of deterioration. Under normal conditions they are guaranteed to keep for five years. * * * for * * * prevention of disease. * * * to safeguard your most vital organs and health. * * * Demand Parisians by name do not accept something just as good. Would you buy a car without a name, then why buy inferior prophylactics and take chances, your health comes first * * * The leading prophylactic in quality * * * is the Parisian * * * [translation from French] Parisians attain an absolute security and cannot be surpassed in * * * quality * * * [In English] Each and every Parisian is air blown tested by the new Process and there is nothing better made. * * * They are the strongest prophylactic that is possible to make. * * * No. 1 Grade Blown tested * * * For Prevention of Disease"; (Rainbow) "Guaranteed 5 years against deterioration * * * For Prevention of disease"; (Hermes) "Disease Preventive * * * Guaranteed for Five Years * * * Air blown tested"; (Ultrex) "Guaranteed perfect * * * Ultimate of quality * * * A Disease Preventive * * * Guaranteed Perfect * * * Demand Ultrex for complete protection * * * It is immune to deterioration for ten years * * * for disease prevention * * * Ultrex Brand Prophylactic Rubbers are individually * * * air-blown tested and guaranteed perfect * * * For greater safety * * * guaranteed for 5 years * * * Be sure you are getting full protection * * * For prevention of venereal disease * * * Air Blown tested"; (Feather Wate) "For prevention of disease * * * Prophylactics * * * Guaranteed for 10 years against deterioration * * * Blown tested, and free from holes or defects"; (Royal Satin) "For Prevention of Disease Only"; (Orchids) "Guaranteed for 10 years against deterioration. Every 'Orchid' is carefully selected * * * Strongest prophylactic made * * * For prevention of disease."

On various dates between February 19 and May 24, 1938, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

W. R. GREGG, *Acting Secretary of Agriculture.*

28734. Adulteration and misbranding of almond oil. U. S. v. Charles L. Huisking & Co., Inc. Plea of guilty. Fine, \$100. (F. & D. No. 39817. Sample No. 17677-C.)

This product was sold under the name aceite de almendras, i. e., oil of almond; whereas it consisted essentially of cottonseed oil flavored with benzaldehyde.

On March 17, 1938, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the district court an information against Charles L. Huisking & Co., Inc., New York, N. Y., alleging shipment by said defendant in violation of the Food and Drugs Act on or about October 30, 1936, from the State of New York into the Territory of Puerto Rico, of a quantity of alleged almond oil that was adulterated and misbranded. The article was labeled in part: "Tower Brand * * * Aceite De Almendras, Commercial, * * * Chas. L. Huisking & Co. Inc., New York, N. Y."